

Offutt Center Committee

Regular Meeting

Thursday, June 11, 2020 at 8:30 AM

Via Zoom (Instructions below)

Agenda

1. Call to Order
2. Approval of May 7, 2020 minutes
3. Discussion/Decision to adopt Robert's Rules parliamentary procedures for the OCC
4. Update on the status of the Offutt project, including BOS approval of Agreement with Jacunski Humes
5. Discussion of the various materials [and questions] circulated to the Committee from Hanna Przada, LPA architect
6. Discussion of timeline and next steps
7. Discussion of OCC meeting dates going forward
8. Adjournment

Join Zoom Meeting:

Join Zoom Meeting

<https://zoom.us/j/94876831634?pwd=Q2Q0czJQL2g0Tm03U1pXOE5lZU1kQT09>

Meeting ID: 948 7683 1634

Password: 796016

Dial by your location :

+1 929 205 6099 US (New York)

Meeting ID: 948 7683 1634

Password: 796016

Find your local number: <https://zoom.us/u/aceq0RXEgV>

Item 2

Weston Public Library

Offutt Center Committee
Regular Meeting

Thursday, May 7, 2020

8:30 AM, Teleconference Meeting

DRAFT Minutes

Attendance: Chris Spaulding (non-voting), Steve Ezzes, Anne Hunt, Jon Rogers, Amy Sanborn; Richard Wolf
Jonathan Luiz, (Town Administrator), Karen Tatarka (Library Director)

Absent: Amy Jansen, Gwen Lomas

Guest: Hanna Przada, LPA

Meeting called to order by Chairman Spaulding at 8:44 AM.

Member Ezzes made a motion to approve the minutes from the OCC Regular Meeting March 19, 2020. Second by Member Rogers. Motion carried unanimously.

Architect Hanna Przada gave an update on the status of the Offutt Center project. She has been working with a variety of consultants and engineers as the Design Development stage of the project moves forward. These include surveying the Town Hall and Library complex, working with the WWHD and the Building Department on collecting information for permits, developing proposed new septic options. Additionally, she is working with mechanical, electrical, and structural engineers. Borings have been done to assess the nature of the water table in the area of future construction. In addition, Ms. Przada has been in almost daily contact with Town Administrator Luiz and Director Tatarka.

The OCC discussed the Library Board's previously expressed concern that proposed changes to the Community Room might have a negative impact on the acoustics in the room, and its requirement that a sound engineer review any plans in advance of making any changes to the space. The Library Board's acoustical concerns relate to the loss of the closet behind the stage and the inclusion of new windows on the north side of the room. Additionally, the Library Board needs to understand if there may be an impact on the acoustics if the walls are covered by a new material (wood has been considered for the walls).

Ms. Przada proposed a meeting with the OCC and the various consultants and engineers to review the design development documents so the OCC can make the decisions required by the owner. Various examples were given such as location of controls, HVAC, lighting, and technology. The OCC reviewed its meeting schedule and tentatively agreed to change its meetings to the 2nd and 4th Wednesday of the month to accommodate recent changes in First Selectman Spaulding's COG schedule and the Sidewalk Committee schedule for Town Administrator Luiz. Ms. Przada indicated she would send all of the documents via Drop Box in advance of meeting with the various engineers and consultants, along with a list of questions that need to be answered. Member Wolf raised the issue as to incorporating the architectural consultant in the review/decision process. It was the sense of the meeting that this would be discussed in Executive Session as the OCC reviews proposals received from potential consulting architects.

With respect to the timeline, there are currently no alterations that appear necessary to make at this time. Ms. Przada indicated the goal to have 100% of the construction documents completed by the end of June was still achievable. Again, Ms. Przada is going to consolidate the questions that need to be answered and email them to Town Administrator Luiz and Director Tatarka and they will coordinate with the rest of the OCC.

The OCC discussed other aspects of the project including the need to address operating projections and appropriate agreements of which the Town will be a party. Additional discussion ensued regarding the various next steps moving forward and the need to build in sufficient time to review the various components of the Design Development process, including scheduling two or three meetings with the OCC and the consultants and engineers to review the work done and questions that need to be answered. The Library Board OCC representatives agreed to work with Ms. Przada and Director Tatarka to move the process along.

Member Hunt made a motion enter Execution Session to discuss scope of work required for engagement of "consulting architect" for the Offutt Project. Review of proposals received. Develop a selection/contract negotiation strategy relating to hiring a firm to provide such services. Second by Member Rogers. Motion carried unanimously.

The OCC left Executive Session at 10:04 AM.

Member Wolf made a motion to engage Jacunski Humes to assist the Town of Weston with the Offutt Center project pursuant to a Design Agreement for Peer Review Services dated March 20, 2020. Second by Member Rogers. Motion carried unanimously.

There was a brief discussion regarding the use on OCC members' time at meetings going forward given members' areas of expertise and the topics to be discussed at each meeting. This will be addressed on a case by case basis recognizing the need to have a quorum.

Member Ezzes made a motion to adjourn at 10:12 AM. Second by Member Wolf. Motion carried unanimously.

The next OCC meeting (a Special Meeting) is scheduled for Wednesday, May 27, 2020 at 8:30 AM via teleconference.

Respectfully submitted,

Amy Sanborn
Secretary

Item 4

DESIGN AGREEMENT

Peer Review Services for the DANIEL E. OFFUTT III CHARITABLE TRUST CENTER FOR INNOVATION AND ART at WESTON PUBLIC LIBRARY WESTON, CT

The following provisions shall constitute an Agreement between the Town of Weston, 56 Norfield Road, Weston, CT, (Owner) acting by and through its Town Administrator, Jonathan Luiz, and Jacunski Humes Architects, LLC, 15 Massirio Drive, Suite 101, Berlin, CT 06037, hereinafter referred to as "Consultant", effective as of the 1st day of June, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1: Scope of Work:

The Consultant shall furnish all equipment, labor and materials necessary to fulfill tasks as outlined within Article 1. The Consultant shall perform in full the following services:

Description of Tasks to be Performed:

PEER REVIEW SERVICES

1. Provide a Peer Review of Design Development and Construction Documents for the planned Daniel E. Offutt III Charitable Trust Center for Innovation and Art at the Weston Public Library (Project), Weston, CT.
2. Peer review would be for general conformance with the Owner's stated needs and for generally accepted practice for municipal architect within this region.
3. Peer review would include an analysis of constructability, conformance with applicable codes / standard, conformance with accessibility standards, best use of materials, quality / durability of materials, and suitability of documents for competitive bidding. Peer Review will be based upon an analysis of all produced documentation from the Project's Design Team and will result in a written conclusion on findings.

DESIGN AGREEMENT

Peer Review Services for the DANIEL E. OFFUTT III CHARITABLE TRUST CENTER FOR INNOVATION AND ART at WESTON PUBLIC LIBRARY WESTON, CT

4. Peer Review does not include an assessment on construction costs, off-site improvements (if any), extension of utilities to the Project Site (if required) to support the proposed Project.
5. Overall Project aesthetics is subjective and will be reserved for the Owner's comment and not be made part of this Peer Review.
6. The Owner shall be responsible for determining the programmatic needs of the Project and to convey those to the Consultant for their use in this Peer Review.
7. It is anticipated by the Owner that the project will be competitively bid through a public bidding process conforming to local and state requirements for obtaining competitive bids.
8. A total of three (3) Peer Reviews shall be performed at the following intervals of Project development:
 - a. 100% Completion of Design Development Phase:
 - b. 50% Completion of Construction Document Phase
 - c. 90% Completion of Construction Document Phase
9. Documents anticipated for review at each Phase shall be as follows:
 - a. 100% Completion of Design Development Phase: Site Plans, Floor Plans, Building Sections, Roof Plans, M/E/P/FP coordination drawings, Structural coordination drawings, Interior Design drawings to indicate desired use of materials, proposed furniture layouts, and outline specifications for all proposed products and materials.
 - b. 50% Completion of Construction Document Phase: All documents as listed above including the following: Site details, wall sections, roof details, M/E/P/FP details, structural details, finish plans.

DESIGN AGREEMENT

Peer Review Services for the DANIEL E. OFFUTT III CHARITABLE TRUST CENTER FOR INNOVATION AND ART at WESTON PUBLIC LIBRARY WESTON, CT

- c. 90% Completion of Construction Document Phase: All documents as listed above for 50% Completion including the following: Full contract documents (plans and specifications), bidding documents, Division 1 specification sections.

Article 2: Time of Performance:

The Consultant shall carry out the project as specified in Article 1 above beginning on the date of the Owner's written Notice to Proceed, and shall complete all items as listed above according to the schedule of the Owner. It is anticipated that each Peer Review will take approximately two (2) weeks to complete as further defined in Article 1. The extent of desired OPM Services will be determined between the Owner and Consultant at a date to be determined. The Consultant and Owner acknowledge and understand that time is of the essence in regards to receiving the Peer Reviews.

Article 3: Compensation

The Owner shall pay the Consultant for the performance of the work outlined in Article 1 above the Lump Sum Fixed Fee amount of Seven Thousand Five Hundred Dollars and no cents (\$7,500.00). Lump Sum Fixed Fee amount shall be further invoiced as follows:

- a. Peer Review: 100% Completion of Design Development Phase: \$2,500.00
- b. Peer Review: 50% Completion of Construction Document Phase: \$2,500.00
- c. Peer Review: 90% Completion of Construction Document Phase: \$2,500.00

DESIGN AGREEMENT

Peer Review Services for the DANIEL E. OFFUTT III CHARITABLE TRUST CENTER FOR INNOVATION AND ART at WESTON PUBLIC LIBRARY WESTON, CT

Billing to the Owner will be monthly based on percentages that were completed by presentation of the monthly invoice to the Owner for their review and recommendation for payment. As of the date of this agreement, there is zero dollars (\$0.00) due the Consultant.

All other scope of work, or additional scope requested by the Owner, beyond the Peer Reviews as outlined within Article 1, will be invoiced on an hourly basis according to published hourly rates (attached).

Article 4: Contract Documents:

The following documents form the Contract and all are as fully a part of the Contract as if attached to the Agreement or repeated herein:

1. This Agreement.
2. Amendments, changes, or other revisions mutually agreed upon between the parties.

Article 5: Availability of Funds:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The Consultant shall not commence work until Owner notifies Consultant in writing to proceed with the project.

DESIGN AGREEMENT

Peer Review Services for the DANIEL E. OFFUTT III CHARITABLE TRUST CENTER FOR INNOVATION AND ART at WESTON PUBLIC LIBRARY WESTON, CT

Article 6: Assignment:

The Consultant shall not make any assignment nor subcontract any portion of this agreement without the prior approval of the Owner.

Article 7: Contract Termination:

The Owner may suspend or terminate this Agreement by providing the Consultant with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Consultant, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Consultant.
3. A determination by the Owner that the Consultant has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity regarding the implementation of the Agreement.
4. Termination for the Owner's convenience without cause. Owner shall be responsible for all costs incurred by the Consultant up to the notice of termination for the purposes of this Agreement only. No additional termination compensation will be paid for by the Owner.

DESIGN AGREEMENT

Peer Review Services for the DANIEL E. OFFUTT III CHARITABLE TRUST CENTER FOR INNOVATION AND ART at WESTON PUBLIC LIBRARY WESTON, CT

Article 8: Applicable Law:

The Consultant agrees to comply with all applicable laws, regulations, or ordinances of the State of Connecticut effecting the successful completion of this Agreement. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, persons, and employees.

Article 9: Indemnification:

The Consultant shall comply with the regulations of all applicable laws, rules, and regulations in connection with the services of the Consultant, and shall defend, exonerate, indemnify and hold harmless the Owner's officers, agents, and all employees (1) from and against any damages, expenses, or claims arising from any alleged violations of said laws, rules and regulations by the Consultant, and (2) from and against any local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Laws, including reasonable attorney's fee and cost. Further, the Consultant shall defend, exonerate, indemnify and hold harmless the Owner with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement, including reasonable attorney's fee and cost. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise provided by law.

DESIGN AGREEMENT

Peer Review Services for the DANIEL E. OFFUTT III CHARITABLE TRUST CENTER FOR INNOVATION AND ART at WESTON PUBLIC LIBRARY WESTON, CT

Article 10: Amendments:

All amendments, change orders, or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Owner and Consultant. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the Owner and Consultant. Additionally, all amendments, change orders and changes shall be approved by the Owner's funding source prior to execution by the Owner and Consultant. No amendment, change order, or change to the Agreement provisions shall be made until after the written execution of the amendment, change order, or change to the Agreement by both parties.

Article 11: Insurance:

The Consultant shall be responsible to and shall indemnify (pursuant to Article 9) the Owner for any property damage or bodily injury caused by it, any of its subcontractors, employees, representatives, or agents in the performance of, or as a result of, the work under this Agreement, including reasonable attorney's fee and cost. The Consultant hereby certifies that they are insured for workers compensation, property damage, personal and product liability including professional liability, errors and omissions comprehensive general liability, and motor vehicle liability, and shall maintain in full force and effect all insurance for the duration of this Agreement. Prior to the commencement of any work under this Agreement, the Consultant shall

DESIGN AGREEMENT

**Peer Review Services for the
DANIEL E. OFFUTT III CHARITABLE TRUST
CENTER FOR INNOVATION AND ART
at
WESTON PUBLIC LIBRARY
WESTON, CT**

name the Owner as an additional insured in the Consultant's comprehensive general liability and motor vehicle liability coverage. The Consultant shall provide the Owner with Certificates of Insurance for coverage as stated in amounts of coverage that is acceptable to the Owner in its sole discretion, prior to commencement of Consultant's obligations herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037**

A black rectangular box containing a handwritten signature in white ink, likely representing a member of Jacunski Humes Architects, LLC.

Member

**Town of Weston
56 Norfield Road
Weston, CT 0883**

A handwritten signature in black ink, likely representing Christopher Spaulding, First Selectman of the Town of Weston.

Christopher Spaulding
First Selectman

END OF DESIGN AGREEMENT



Schedule of Hourly Rates

January 2020

Jacunski Humes Architects, LLC

Principal Architect

W. Albert Jacunski, AIA	\$180.00/hour
Brian W. Humes, AIA	\$180.00/hour

Senior Project Architect

Mark Allen, AIA	\$160.00/hour
-----------------	----------------------

Project Architect

Kevin W. Lipe, AIA	\$140.00/hour
--------------------	----------------------

Job Captain

Michael J. Rinaldi	\$120.00/hour
Andrew G. Whitehouse	\$120.00/hour

Draftsperson

Benjamin F. Kelly	\$85.00/hour
-------------------	---------------------

Clerical

Jennifer A. Hotchkiss	\$60.00/hour
-----------------------	---------------------

Intern

\$50.00/hour

Reimbursable Expenses (if applicable)

Mileage	\$0.57.5/mile
Consultant Services	cost + 15%
Reimbursable Expenses	cost + 10%

WAJJHHOURLYRATE20